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December 7, 2007

**VIA TELEFAX 212-805-6737**

Honorable George B. Daniels  
United States District Court  
Southern District of New York  
500 Pearl Street  
New York, New York 10007

RE: RLI Insurance Company vs. JDJ Marine, Inc.  
Case No.: 07-cv-09546-GBD  
Our File: 70000202 JAVN/NN/GSR

Dear Judge Daniels:

We represent plaintiff RLI Insurance Company ("RLI") in the above-referenced matter. We write in response to Mr. Ostrowitz's letter to the Court dated December 6, 2007, wherein he states that Commerce Bank seeks to file a motion to intervene.

In the interest to avoid unnecessarily complicating this matter, we must oppose the request to intervene. RLI commenced this action pursuant to the Declaratory Judgment Act (28 U.S.C. §2201) to determine RLI's rights and obligations under a marine contract of insurance issued to defendant JDJ Marine, Inc. ("JDJ") regarding the M/V DIPLOMAT. Commerce Bank is not a loss payee or insured under the policy. Accordingly, Commerce Bank has no rights or claims under the RLI insurance contract which is the subject of this lawsuit.

Furthermore, to the extent that Commerce Bank has obtained a judgment against JDJ, we have already taken the steps to protect their interests. We have agreed not to

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distribute any settlement proceeds or award to JDJ without either Commerce Bank's or this Court's approval.

Moreover, JDJ's counsel has already made an appearance in this matter. Thus, Commerce Bank's interests, to the extent that they are entitled to the proceeds of any recovery by JDJ in the instant matter, will be protected by JDJ's counsel.

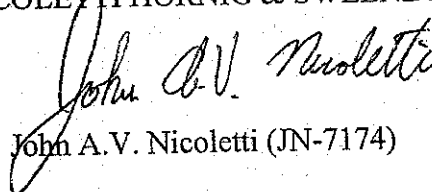
Based upon the foregoing, the Court should deny Commerce Bank's request for permission to intervene.

We thank the Court for its time and consideration to this matter.

Very truly yours,

NICOLETTI HORNIG & SWEENEY

By:

  
John A.V. Nicoletti (JN-7174)

JAVN/GSR/s/r

cc:

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